

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Commercial Fueling Network, Inc.		09/16/2003	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA	
Name:	CFN Holding Company
Street Address:	3091 Governors Lake Drive, Bldg. 100
Internal Address:	Suite 100
City:	Norcross
State/Country:	GEORGIA
Postal Code:	30071
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	1574809	CFN COMMERCIAL FUELING NETWORK
Registration Number:	1614811	CFN

CORRESPONDENCE DATA	
Fax Number:	(404)572-5145
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	4045722771
Email:	trademarks@kslaw.com
Correspondent Name:	Michael C. Mason
Address Line 1:	191 Peachtree Street
Address Line 2:	45th Floor
Address Line 4:	Atlanta, GEORGIA 30303-1763

ATTORNEY DOCKET NUMBER:	10281.019008
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NAME OF SUBMITTER:	Diana Brown
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Total Attachments: 5
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment ("Assignment") is executed this 30th day of September, 2003, by Commercial Fueling Network, Inc., a California corporation ("Assignor"), and CFN Holding Co., a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain asset purchase agreement (the "Agreement"), dated as of August 19, 2003, pursuant to which Assignor is selling and Assignee is purchasing certain of the assets of Assignor;

WHEREAS, pursuant to the terms of the Agreement, Assignor has agreed to assign all right, title and interest in and to the trademarks on Schedule A attached hereto ("Trademarks") and the copyrights attached hereto on the same Schedule A ("Copyrights");

WHEREAS, Assignor has adopted, used and is using in its business the Trademarks;

WHEREAS, it is desired that the assignment of said rights in the Trademarks be made of record in the United States Patent and Trademark Office, all foreign trademark offices and any other appropriate governmental or administrative offices and that the assignment of the Copyrights be made of record in the United States Copyright Office, all foreign copyright offices and any other appropriate governmental or administrative office;

NOW, THEREFORE, for good and valuable consideration, the full receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Assignor assigns to Assignee, all right, title and interest in and to the Trademarks, including all common law rights and rights in foreign jurisdictions, together with the goodwill of the business symbolized by the Trademarks, and the registrations and applications therefor, including all rights to damages and profits, due or accrued, arising

out of past infringements of said Trademarks, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances.

FURTHER, for the same good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Assignor hereby assigns to Assignee all right, title, and interest in and to the Copyrights including all registrations and applications, as well as all copyrightable work disclosed or described in any such copyright registrations or applications, and any and all copyrights or similar rights, recognized under the laws of the United States of America or any other jurisdiction in said Copyrights, including all rights to damages and profits, due or accrued, arising out of past infringements of said Copyrights, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances.

Assignor hereby waives any claim that Assignor has or may have under any theory of natural rights or any right of attribution under the copyright law of any jurisdiction with respect to said Copyrights to the extent such waiver is recognizable under the law of such jurisdiction.

Assignor will execute and deliver to Assignee any documents necessary to affect the transfer of the Trademarks and Copyrights, and to maintain the Trademarks and Copyrights.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Trademarks and Copyrights to be executed and delivered as of September 30, 2003:

(SIGNATURES AND NOTARIZATION ON NEXT PAGE)

ASSIGNOR:

COMMERCIAL FUELING NETWORK,
INC.

By: *Fred Bertetta Jr*
Name: *Fred Bertetta Jr*
Title: *CEO*

STATE OF *CALIF*)
:)
SAN MATEO COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that *FRED BERTETTA JR*, whose name as *CEO* of Commercial Fueling Network, Inc., a California corporation, is signed to the foregoing instrument, and who is known to me, or acknowledged before me on this day that, being informed of the contents of this instrument, he as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this *16* day of September, 2003.

Mareen Maffia
Notary Public



ASSIGNEE:

CFN HOLDING CO.

By: _____
Name:
Title:

STATE OF _____)
:)
_____ COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of CFN Holding Co., a Delaware corporation, is signed to the foregoing instrument, and who is known to me, or acknowledged before me on this day that, being informed of the contents of this instrument, he as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this _____ day of September, 2003.

Notary Public

ASSIGNOR:

**COMMERCIAL FUELING NETWORK,
INC.**

By: _____

Name:

Title:

STATE OF _____)
:)
_____ COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of Commercial Fueling Network, Inc., a California corporation, is signed to the foregoing instrument, and who is known to me, or acknowledged before me on this day that, being informed of the contents of this instrument, he as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this _____ day of September, 2003.

Notary Public

ASSIGNEE:

CFN HOLDING CO.

By: _____
(Signature)

Name: Ronald F. Clarke

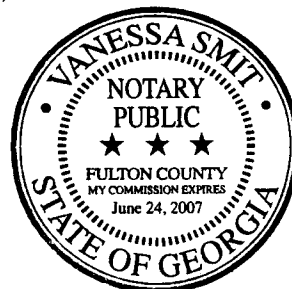
Title: CEO

STATE OF Georgia)
:)
Gwinnett COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Ronald F. Clarke, whose name as CEO of CFN Holding Co., a Delaware corporation, is signed to the foregoing instrument, and who is known to me, or acknowledged before me on this day that, being informed of the contents of this instrument, he as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this 16 day of September, 2003.

Vanessa Smit
Notary Public



SCHEDULE A

Trademarks

1. CFN, COMMERCIAL FUELING NETWORK, and design
Registration number 1,574,809
2. CFN
Registration number 1,614,811

Copyrights

1. CFN 4.0 Software
Registration number TXu-895-031
2. CFN 4.0 Operations Manual
Registration number TX4-943-616